

ORIGINAL

NEW APPLICATION



0000040434

LAW OFFICES

FENNEMORE CRAIG

A PROFESSIONAL CORPORATION

DARCY RENFRO

Direct Phone: (602) 916-5345
Direct Fax: (602) 916-5545
drenfro@fclaw.com

OFFICES IN:
PHOENIX, TUCSON AND NOGALES

T-01051B-01-0810
T-03406A-01-0810

3003 NORTH CENTRAL AVENUE
SUITE 2600
PHOENIX, ARIZONA 85012-2913
PHONE: (602) 916-5000
FAX: (602) 916-5999

October 15, 2001

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

AZ CORP COMMISSION
DOCUMENT CONTROL

2001 OCT 15 P 1:49

RECEIVED

Re: In the Matter of the Application of Qwest Corporation for Approval of the Bill and Keep for Reciprocal Compensation Amendment to the Wireline Interconnection Agreement with Eschelon Telecom of Arizona, Inc. (f/k/a Advanced Telecommunications, Inc.)

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the Bill and Keep (Bill and Keep") for Reciprocal Compensation Amendment to the Wireline Interconnection Agreement ("Agreement") by and between Qwest Corporation ("Qwest") and Eschelon Telecom of Arizona, Inc. ("Eschelon")

This Amendment is to add Bill and Keep language to the Agreement, through December 31, 2005. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Eschelon on April 28, 2000, in Docket Nos. T-01051B-00-0109 and T-03406A-00-0109, Decision No. 62489. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

FENNEMORE CRAIG

Darcy Renfro
Darcy Renfro

Enclosures

cc: Dennis Ahlers, Senior Attorney for Eschelon
Steve Olea, Acting Director, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

PHX/1226704.1/67817.179

**Amendment No. _____ to the Interconnection Agreement
Between Eschelon Telecom, Inc.
and Qwest Corporation
in the State of *ARIZONA***

This Amendment No. ("Amendment") is made and entered into by and between Eschelon Telecom, Inc. ("Eschelon") and Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest"). Eschelon and Qwest may be referenced through this Amendment individually as the "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Eschelon and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of *AZ* which was approved by the *Arizona Corporation* Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended in order to add the following Bill and Keep language to the Agreement:

Bill and Keep for Reciprocal Compensation. Notwithstanding any other provision in this Agreement, effective January 1, 2001, the Parties will not bill one another for functions performed in terminating local/Extended Area Service ("EAS") and internet-bound traffic originated by the end-user of one Party and delivered to the other Party for termination to that Party's end users (except as otherwise provided below).

The Parties agree that Bill-and-Keep does not apply to charges related to local transiting functions. Local transiting functions refers to switching and transport by one Party of local calls that do not originate or terminate with a retail end-user of that Party. The local transiting function charges of tandem switching and tandem transport will be billed to the Party originating a local call which does not terminate at an end user of the Party providing the transiting function, but rather which terminates to a third party provider's end user.

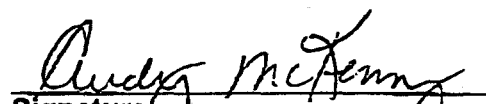
Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of January 1, 2001, and will continue to be effective in this Agreement or in future Agreements until December 31, 2005.

Further Amendments

Except as provided in this Amendment, the provisions of the Agreement (as previously amended) shall remain in full force and effect. Except as provided in the Agreement, this Amendment may be further amended or altered only by a written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Eschelon Telecom, Inc.
SignatureRichard A Smith
Name Printed/TypedPresident and COO
TitleJuly 31, 2001
Date**Qwest Corporation**
SignatureAudrey McKenney
Name Printed/TypedSVP - Wholesale Mktg
TitleJuly 31, 2001
Date

QWEST CORPORATION
ESCHELON TELECOM OF ARIZONA, INC
(F/K/A advanced Telecommunications, Inc.)

Service List

Ms. Darcy Renfro
FENNEMORE CRAIG
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012

Mr. Dennis Ahlers
Senior Attorney
Eschelon Telecom, Inc.
730 Second Avenue South, Suite 1200
Minneapolis, Minnesota 55402

Mr. Timothy Berg
FENNEMORE CRAIG
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012

Mr. Christopher C. Kempley
Chief Counsel
Legal Division
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, Arizona 85007

Mr. Steve Olea
Acting Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, Arizona 85007